

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM324325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siena Funding LLC		11/19/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	SCN Products LLC		
Street Address:	245 Saw Mill River Road		
Internal Address:	Suite 106		
City:	Hawthorne		
State/Country:	NEW YORK		
Postal Code:	10532		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4526603	COMFORTCORE	
Registration Number:	3654284	IHEATER	
Registration Number:	4414549	SITNCYCLE	
Serial Number:	86155264	SMOOTH BIKE	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	026441.001		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	11/25/2014		

OP \$115.00 4526603

Total Attachments: 11

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GENERAL ASSIGNMENT AND BILL OF SALE

SIENA FUNDING LLC (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to SCN PRODUCTS LLC (the "Buyer"), and its successors and assigns forever, pursuant to Section 9-610 et seq. of the applicable Uniform Commercial Code, the Loan Documents and other applicable law, all the right, title and interest of Smooth Fitness, LLC, a Delaware limited liability company, and iHeater, LLC, a Delaware limited liability company (the "Borrowers") in and to all of the personal property and assets of the Borrowers (collectively, the "Property") listed on Schedule I hereto.

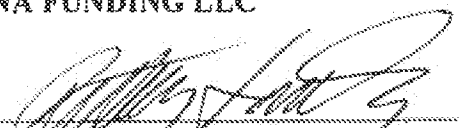
EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN FORECLOSURE AND SALE AGREEMENT, DATED AS OF NOVEMBER 19, 2014 (THE "SALE AGREEMENT"), BETWEEN SELLER AND THE BUYER, LENDER DOES NOT MAKE ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, OR THE COMPANY'S BUSINESS OR PROSPECTS, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY; AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

On or after the date hereof, Lender will from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder and otherwise in the carrying out of the intent and purposes of this General Assignment and Bill of Sale. Capitalized terms used herein or in Schedule I shall have the meanings given to them in the Sale Agreement, unless otherwise defined herein or in Schedule I.

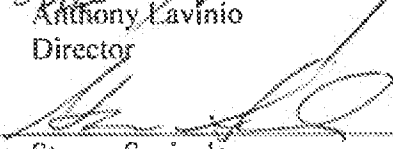
Dated this 19th day of November, 2014.

SIENA FUNDING LLC

By:


Anthony Lavinio
Director

By:


Steven Sanicola
Director

Signature Page to General Assignment and Bill of Sale

SCHEDULE I

As used herein, the term “Subject Assets” shall mean:

Except for any Excluded Assets as set forth, and defined in, Schedule 2.1 to the Agreement, all of the Borrowers’ right, title and interest in and to Borrowers’ personal property exclusively held or used in connection with Borrowers’ Direct Response Business in which Lender has a perfected lien and security interest through the filing of UCC-1 financing statements in the appropriate jurisdictions for perfecting such interests, including, without limitation:

- (a) all of Smooth Fitness’ inventory consisting of sitNcycles (including, without limitation, all new and returned products), including the following:

<u>Inventory Type</u>	<u>Warehouse¹</u>	<u>No. of Unsorted Returns</u>	<u>No. of New Units Available²</u>
CPO-SNCBLACK	A	10	0
CPO-SNCBLUE	A	4	0
CPO-SNCPINK	A	2	0
CPO-SNCRED	A	8	0
CPO-SNCWHITE	A	1	0
CPOSNC2AQUA	A	43	2
CPOSNC2BLACK	A	183	18
CPOSNC2BLUE	A	119	0
CPOSNC2PURPL	A	49	21
CPOSNC2RED	A	68	0
NORDONSNC2BK	A	190	0
NORDONSNC2BL	A	114	0
NORDONSNC2BL	G	1	0
NORDONSNC2OR	A	10	0
NORDONSNC2PI	A	126	0
NORDONSNC2RD	A	172	0
NORDONSNC2WT	A	13	0
SNC-BLACK	A	95	0
SNC-BLACK	G	1	0
SNC-BLUE	G	18	0
SNC-PINK	A	48	0
SNC-RED	A	30	0
SNC-WHITE	A	36	0

¹ Note: “A” is Fosdick Fulfillment Corp’s Connecticut location and “G” is the Fosdick Fulfillment Corp’s Nevada location.

² Note: Negative numbers represent back orders.

SNC2-AQUA	A	619	275
SNC2-BLACK	A	1,473	1,532
SNC2-BLACK	G	0	502
SNC2-BLUE	A	694	377
SNC2-BLUE	G	0	45
SNC2-GELSEAT	A	160	1,284
SNC2-GELSEAT	G	0	834
SNC2-ORANGE	A	116	32
SNC2-PINK	A	192	55
SNC2-PINK	G	0	246
SNC2-PURPLE	A	640	178
SNC2-RED	A	1,152	344
SNC2-RED	G	0	132
SNC2-WHITE	A	78	34

- (b) all of Smooth Fitness' inventory consisting of smoothXbikes (including, without limitation, all new and returned products), including the following:

<u>Inventory Type</u>	<u>Warehouse</u>	<u>Unsorted Returns</u>	<u>No. of New Units Available</u>
XBIKE-AQUA	A	29	137
XBIKE-BLACK	A	57	76
XBIKE-BLUE	A	24	65
XBIKE-PINK	A	25	109
XBIKE-RED	A	36	0

- (c) all of iHeaters' inventory (including, without limitation, all new and returned products) including the following:

<u>Inventory Type</u>	<u>Warehouse</u>	<u>Unsorted Returns</u>	<u>No. of New Units Available</u>
IH-201-B	CT	0	30
IHQ-101-W	CT	2	0
CPO-50-W	CT	0	36

- (d) all of the Borrowers' packaging materials and marketing materials (including direct response television commercials, websites and on-line and off-line advertising content);
- (e) all of the Borrowers' unfulfilled purchase orders (whether retail or wholesale) and the right to any proceeds flowing therefrom;
- (f) all of the Borrowers' products in development, as of the Closing Date;

- (g) all of the Borrowers' ledger sheets, ledger cards, files, correspondence, records, books of account, business papers and documents, in each case relating to any of the other Subject Assets; and
- (h) all of the Borrowers' customer lists, databases and intellectual property, including without limitation, the patents, copyrights, licenses, trademarks and registrations, set forth on Annex 1(a) and Annex 1(b) and the websites, URLs and domain names set forth on Annex 2 to this Schedule.

ANNEX 1(a) TO SCHEDULE I – INTELLECTUAL PROPERTY

Patents

Borrower	Patent	Patent Application Number and Country if not USA	Patent Registration Number and Country if not USA
iHeater, LLC	Heater	29/354,478	Abandoned
iHeater, LLC	Heater	29/363,438	Abandoned
iHeater, LLC	Electric Heater	29/423,832	Abandoned
iHeater, LLC	Electric Heater	29/423,836	Abandoned
iHeater, LLC	Window Fan	29/437,237	Abandoned
iHeater, LLC	Tower Fan	29/437,245	Abandoned
iHeater, LLC	Electrical Air Conditioning Device	61/655,955	Expired
iHeater, LLC	Expandable Window Fan	61/726,547	Expired
iHeater, LLC	Multi-Tower Fan	61/726,549	Expired
All patent applications and issued patents from the People's Republic of China including those attached hereto as <u>Annex 1(b)</u> .			

Trademarks

Borrower	Trademark Title	Trademark Application Number and Country if not USA	Trademark Registration Number and Country if not USA
iHeater, LLC	IHEATER	1437769 (Canada)	TMA783,338 (Canada)
iHeater, LLC	ADVANCING COMFORT	85/802,141	Abandoned
iHeater, LLC	COMFORTCORE	85/802,146	4,526,603
iHeater, LLC	IHEATER	77/642,644	3,654,284
iHeater, LLC	IHEATER MAX	85/802,147	Abandoned
iHeater, LLC	IHEATER MICRO	85/802,149	Abandoned
iHeater, LLC	IHEATER MID	85/802,150	Abandoned
iHeater, LLC	IHEATER MINI	85/802,152	Abandoned
iHeater, LLC	REALM &	85/802,139	Abandoned

	DESIGN		
Smooth Fitness, LLC	SITNCYCLE	85/866,164	4,414,549
Smooth Fitness, LLC	SMOOTH BIKE & Design	86/155,264	Pending (Notice of Allowance issued 8/5/2014)

Copyrights

Borrower	Title	Federal Registration No.	Registration Date
Smooth Fitness, LLC	SitNCycle Deluxe Photographs and Advertising	VA 1-916-523	

ANNEX 1(b) TO SCHEDULE I – CHINESE PATENTS

[see next pages]



PCNLM130299

中 华 人 民 共 和 国 国 家 知 识 产 权 局

201206上海市浦东新区新金桥路 1088 号 A 栋 2614 室
上海翰信知识产权代理事务所（普通合伙） 谷惠敏

发文日：

2013 年 10 月 10 日



申请号或专利号：201320620017.8

发文序号：2013101000790190

专 利 申 请 受 理 通 知 书

根据专利法第 28 条及其实施细则第 38 条、第 39 条的规定，申请人提出的专利申请已由国家知识产权局受理。现将确定的申请号、申请日、申请人和发明创造名称通知如下：

申请号：201320620017.8

申请日：2013 年 10 月 09 日

申请人：雷明威尔（上海）商贸有限公司

发明创造名称：一种健身车

经核实，国家知识产权局确认收到文件如下：

实用新型专利请求书 每份页数:3 页 文件份数:1 份

权利要求书 每份页数:1 页 文件份数:1 份 权利要求项数： 10 项

说明书 每份页数:3 页 文件份数:1 份

说明书附图 每份页数:3 页 文件份数:1 份

说明书摘要 每份页数:1 页 文件份数:1 份

摘要附图 每份页数:1 页 文件份数:1 份

专利代理委托书 每份页数:2 页 文件份数:1 份

费用减缓请求书 每份页数:1 页 文件份数:1 份

费用减缓证明 每份页数:1 页 文件份数:1 份

提示：

1. 申请人收到专利申请受理通知书之后，认为其记载的内容与申请人所提交的相应内容不一致时，可以向国家知识产权局请求更正。

2. 申请人收到专利申请受理通知书之后，再向国家知识产权局办理各种手续时，均应当准确、清晰地写明申请号。

TRADEMARK
REEL: 005407 FRAME: 0943



PCNLM130300

中 华 人 民 共 和 国 国 家 知 识 产 权 局

201206上海市浦东新区新金桥路 1088 号 A 栋 2614 室
上海翰信知识产权代理事务所（普通合伙） 谷惠敏

发文日：

2013 年 10 月 12 日



申请号或专利号：201330481974.2

发文序号：2013101200787940

专 利 申 请 受 理 通 知 书

根据专利法第 28 条及其实施细则第 38 条、第 39 条的规定，申请人提出的专利申请已由国家知识产权局受理。现将确定的申请号、申请日、申请人和发明创造名称通知如下：

申请号：201330481974.2

申请日：2013 年 10 月 12 日

申请人：思幕塑身有限公司

发明创造名称：健身车

经核实，国家知识产权局确认收到文件如下：

外观设计专利请求书 每份页数:3 页 文件份数:1 份

外观设计图片或照片 每份页数:4 页 文件份数:1 份

外观设计简要说明 每份页数:1 页 文件份数:1 份

提示：

1. 申请人收到专利申请受理通知书之后，认为其记载的内容与申请人所提交的相应内容不一致时，可以向国家知识产权局请求更正。

2. 申请人收到专利申请受理通知书之后，再向国家知识产权局办理各种手续时，均应当准确、清晰地写明申请号。

ANNEX 2 TO SCHEDULE 2 – DOMAIN NAMES

<u>DomainName</u>	<u>TLD</u>	<u>ExpirationDate</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
GETQUIETPUNCH.COM	.com	7/24/2015	Active	Public	Locked
GETSITNCYCLE.COM	.com	1/22/2015	Active	Public	Locked
SITANDCYCLE.COM	.com	7/18/2016	Active	Private	Locked
SITANDCYCLE2.COM	.com	10/3/2015	Active	Public	Locked
SITANDCYCLEII.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLE.COM	.com	4/21/2015	Active	Public	Locked
SITNCYCLE2.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLEII.COM	.com	10/3/2015	Active	Public	Locked
SITNCYCLESTEVE.COM	.com	3/18/2015	Active	Public	Locked
SITNCYCLETV.COM	.com	3/18/2015	Active	Public	Locked
SMOOTHXBIKE.COM	.com	12/13/2015	Active	Public	Locked
STOPOBESITYTODAY.COM	.com	7/25/2015	Active	Public	Locked
WOMENSFATBURNINGWORKOUTS.COM	.com	7/25/2015	Active	Public	Locked
WORKOUTBURNFAT.COM	.com	7/25/2015	Active	Public	Locked

<u>DomainName</u>	<u>TLD</u>	<u>ExpirationDate</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
BUYIHEATER.COM	.com	12/1/2014	Active	Private	Locked
IHEATERDEALER.COM	.com	12/16/2014	Active	Private	Locked
IHEATERDEALERS.COM	.com	12/16/2014	Active	Private	Locked
IHEATERMAPPOLICY.COM	.com	1/10/2015	Active	Private	Locked
IHEATERMAX.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMICRO.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMID.COM	.com	8/5/2015	Active	Private	Locked
IHEATERMINI.COM	.com	12/10/2014	Active	Private	Locked
IHEATERONLINE.COM	.com	10/22/2015	Active	Private	Locked
IHEATERS.COM	.com	8/31/2015	Active	Private	Locked
OFFICIALIHEATER.CA	.ca	5/3/2016	Active	Public	Locked
OFFICIALIHEATER.COM	.com	12/27/2015	Active	Private	Locked
REALMINNOVATIONSLLC.COM	.com	4/13/2016	Active	Private	Locked
REGISTERMYIHEATER.COM	.com	6/22/2016	Active	Private	Locked
TOPTENIMPORTS.COM	.com	7/10/2016	Active	Private	Locked
WARMYOURWORLD.COM	.com	11/21/2014	Active	Private	Locked
WARMYOURWORLD.NET	.net	11/21/2014	Active	Private	Locked